

WILMER, CUTLER & PICKERING

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WASHINGTON, D. C. 20037-1420

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ALLEN H. HARRISON, JR.

DIRECT LINE (202)

663-6093

No. 7-363A000

Date DEC 29 1987

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REGISTRATION NO. 1429

DEC 29 1987

INTERSTATE COMMERCE COMMISSION

December 29, 1987

EUROPEAN OFFICE  
4 CARLTON GARDENS  
PALL MALL  
LONDON, SW1Y 5AA, ENGLAND  
TELEPHONE 011-441-839-4466  
TELEX: 8813918 WCPLDN  
TELECPY: 839-3537  
CABLE ADDRESS: WICRING LONDON

Dear Ms. McGee:

On behalf of The Connecticut National Bank, as LMX Trustee, and Burlington Northern Railroad Company, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, five enclosed executed counterparts of a primary document, not previously recorded, entitled Bailment Agreement, dated as of December 22, 1987.

The parties to the said enclosed Bailment Agreement are:

The Connecticut National Bank, as LMX Trustee-Bailor  
777 Main Street  
Hartford, Connecticut 06115

Burlington Northern Railroad Company - Bailee  
9401 Indian Creek Parkway  
Overland Park, Kansas 66210-9136

One hundred (100) General Electric Model B39-8 diesel-electric locomotives, LMX 8500-8599, are covered by the Bailment Agreement.

A short summary of the document to appear in the ICC Index is as follows:

"Covers locomotives LMX 8500-8599"

Enclosed is a check in the amount of ten dollars (\$10) in payment of the filing fee.

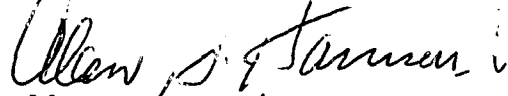
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FBI - WASHINGTON  
100-100000-100000

Need  
Number  
15432  
Counterpart - A.H. Harrison

- 2 -

Once the filing has been made, please return to bearer the stamped counterparts of the Bailment Agreement not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.  
Attorney for the purpose  
of this filing for the  
above parties

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

OFFICE OF THE SECRETARY

Allen H. Harrison, JR.  
2445 M. Street N. W.  
Washington, D.C. 20037

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on                      at                      , and assigned recordation number(s) 12/29/87 12:30PM 15431 & 15431-A, B, C & D & 15334-A & 15432

Sincerely yours,

*Nesta L. McGee*  
Secretary

Enclosure(s)

DEC 29 1987

[CS&M Ref. 2605-433]

INTERSTATE COMMERCE COMMISSION

BAILMENT AGREEMENT dated as of December 22, 1987, between THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as LMX Trustee (the "Bailor"), under an LMX 1987 Trust Agreement dated as of the date hereof (the "LMX Trust Agreement"), with LMX Corporation ("LMX"), and BURLINGTON NORTHERN RAILROAD COMPANY, a Delaware corporation (the "Bailee").

WHEREAS the Bailor will become a party to a Participation Agreement dated as of the date hereof with LMX, The Connecticut Bank and Trust Company, National Association, as Indenture Trustee (the "Indenture Trustee"), Bell Atlantic TriCon Leasing Corporation (the "Owner"), Meridian Trust Company, in its individual capacity as expressly stated therein and otherwise not individually but solely in its capacity as Owner Trustee (the "Owner Trustee") under a Trust Agreement dated as of the date hereof, with the Owner (the "Trust Agreement"), General Electric Capital Corporation, General Electric Company and the institutional investors named in Appendix I thereto (the "Purchasers");

WHEREAS the Owner pursuant to the Trust Agreement has authorized and directed the Owner Trustee to purchase from General Electric Company (the "Builder") the units of railroad equipment described in Annex B to the Purchase Agreement dated as of the date hereof (the "Purchase Agreement") bearing the Bailor's Road Numbers LMX 8500-8599 (inclusive) (the "Equipment"); and the Builder will retain a purchase money security interest in the units of Equipment constructed, sold and delivered by it pursuant to the Purchase Agreement until the Owner Trustee fulfills its obligation to pay the purchase price therefor under the Purchase Agreement;

WHEREAS LMX pursuant to the LMX Trust Agreement has authorized the Bailor to lease from the Owner Trustee all the units of the Equipment delivered and accepted under the Purchase Agreement, pursuant to a Lease of Railroad Equipment dated as of the date hereof (the "Lease");

WHEREAS the Purchasers will finance a portion of the purchase price of the Equipment by making secured loans to the Owner Trustee secured pursuant to a Trust Indenture and Security Agreement dated as of the date hereof, between

the Indenture Trustee and the Owner Trustee (the "Indenture") and the Owner will furnish the balance of the purchase price of the Equipment by making funds available to the Owner Trustee under the Trust Agreement;

WHEREAS the Bailor will make available the units of Equipment leased by the Bailor under the Lease to the Bailee for use by the Bailee in its railroad transportation service pursuant to an Electrical Power Purchase Agreement dated as of the date hereof, between the Bailor and the Bailee (the "EPPA");

WHEREAS certain rights of the Owner Trustee under the Lease will be assigned as security to the Indenture Trustee under the Indenture; and the Bailor will acknowledge and consent thereto pursuant to the Lease; and

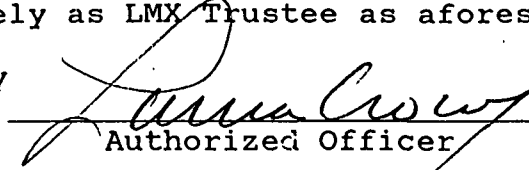
WHEREAS certain rights of the Bailor under the EPPA will be assigned as security to the Owner Trustee pursuant to an Assignment of Electrical Power Purchase Agreement dated as of the date hereof (the "Assignment") and such assigned rights will be further assigned by the Owner Trustee to the Indenture Trustee under the Indenture; and the Bailee will acknowledge and consent thereto pursuant to a Consent and Agreement;

NOW, THEREFORE, in consideration of the agreements and the covenants herein contained, the parties hereto hereby agree that the rights of the Bailee provided for under the EPPA constitute a bailment of the Equipment within the meaning of 49 U.S.C. § 11303 and of Section 86 of the Railway Act of Canada and that the Bailee does not have any right, title or interest whatsoever in or to the Equipment other than the Bailee's right to hold the Equipment as Bailee for the purpose of receiving electrical power generated by the Equipment in accordance with the terms and conditions of the EPPA; and, accordingly, the Bailor hereby grants to the Bailee such a bailment of the Equipment until June 30, 1998, or the earlier termination hereof by the Bailor or of the EPPA. The parties hereto further agree that the Indenture Trustee and the Owner Trustee shall be deemed to be third party beneficiaries hereof and shall, to the extent consistent with the provisions of the Assignment, be entitled to the benefits of all rights of the Bailor provided for herein and under 49 U.S.C. § 11303 and Section 86 of the Railway Act of Canada.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the date first above written.

THE CONNECTICUT NATIONAL BANK, not  
in its individual capacity but  
solely as LMX Trustee as aforesaid,

by

  
Authorized Officer

BURLINGTON NORTHERN RAILROAD  
COMPANY,

by

  
Assistant Vice President  
Transportation

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 28th day of December 1987, before me personally appeared Laura Crowley, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of THE CONNECTICUT NATIONAL BANK, that said instrument was signed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

David H. Spiro  
Notary Public

(Notarial Seal)

My Commission expires

DAVID H. SPIRO  
Notary Public, State of New York  
No. 24-4896270 Qualified in Kings County,  
Certificate Filed in New York County,  
Commission Expires July 27, 1989

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 28th day of December 1987, before me personally appeared Andrew J. Thompson, to me personally known, who, being by me duly sworn, says that he is an Assistant Vice President Transportation of BURLINGTON NORTHERN RAILROAD COMPANY, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

David H. Spiro  
Notary Public

(Notarial Seal)

My Commission expires

DAVID H. SPIRO  
Notary Public, State of New York  
No. 24-4896270 Qualified in Kings County,  
Certificate Filed in New York County,  
Commission Expires July 27, 1989